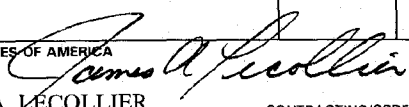


ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 27
1. CONTRACT/PURCH ORDER/AGREEMENT NO. SP0300-03-F-Z 112		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <b>2003 MAY 15</b>	4. REQUISITION/PURCH REQUEST NO. ARS000-3065-0002		5. PRIORITY
6. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111-509		CODE SP0300	7. ADMINISTERED BY (If other than 6) DCMA Dallas 1200 Main Street Room 290 Dallas, TX 75202-4399		CODE S4402A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS Oklahoma League for the Blind 501 N. Douglas Avenue Oklahoma City, OK 73106		CODE 07E931	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) see schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
				12. DISCOUNT TERMS Net 30 days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK 15	
14. SHIP TO see schedule		CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center DFAS-CO-JNC/Cheasapeake, P.O. Box 182264 Columbus, OH 43218-2264		CODE SC1018	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your <b>offer dated April 3, 2003</b> furnish the following on terms specified herein. <b>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</b>					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SG97X4930.5CS0 01 26.0 S33150 3SP0300-03-F-Z2112							
ORIGINAL							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	Food Packet Survival, Abandon Ship NSN: 8970-01-434-3192  Commercial Item Description A-A-20247  Inspection and acceptance at origin			62,500	EA	3.00	\$187,500.00
							\$0.00
							\$0.00
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA  BY: JAMES A. LECOLLIER CONTRACTING/ORDERING OFFICER		25. TOTAL	\$187,500.00
						26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR
				31. PAYMENT COMPLETE PARTIAL FINAL			34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

SP0300-03-F-Z2112

## OKLAHOMA LEAGUE FOR THE BLIND

## Section " B " Supplies

<u>Line Item</u>	<u>Destination</u>	<u>RDD</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext</u>
0001AA	DD Norfolk	26 AUG 03	15,625 EA	\$3.00	\$46,875
0001AB	DD Tracy	03 NOV 03	15,625 EA	\$3.00	\$46,875
0001AC	DD Norfolk	03 FEB 04	15,625 EA	\$3.00	\$46,875
0001AD	DD Tracy	05 MAY 04	15,625 EA	\$3.00	\$46,875
		Total	62,500 EA		\$187,500.00

**Note:** DSCP wants this delivery schedule as stated above although it is allowing partial shipments and acceleration of delivery. The 90 days between deliveries is important to insure that at least four years of expiration dating remains at time of delivery to the customer.

Variation in Quantity is +/- 2%

Acceleration of delivery is acceptable

Partial shipments are authorized

A certificate of conformance must accompany all shipments

This contract incorporates the technical changes described in the letter dated March 31, 2003.

## SECTION E - INSPECTION AND ACCEPTANCE

### QUALITY ASSURANCE PROVISIONS FOOD PACKET SURVIVAL, ABANDONSHIP

E-1. Clause 52.246-2 is applicable.

#### E-2. Sanitary Requirements

As required by 48 CFR 246.471-1 Subsistence, AR 40-657, Veterinary/Medical Food Inspection and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, Clause 52.246-9P31, "SANITARY CONDITIONS (JAN 1992) DPSC,"

and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration food components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command (VECTOR), or an establishment inspected and approved by the US Department of Agriculture (USDA) or the US Department of Commerce (USDA) and possessing a USDA/USDA establishment number. This requirement applies to all GFM and CFM Operational Ration food components and to all Operational Ration types. Requests for inspection and "Directory" listing by VETCOM will be routed through DPSC-HRS for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial brand name items will be evaluated directly by the Chief, DPSC-HRS, in coordination with the Chief, Approved Sources Division, VETCOM.

#### E-3. Contractor's Certification

A) By submitting an offer, the contractor certifies that the product offered meets: The specified finished product salient characteristics and all requirements of this contract; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has a national or regional distribution from storage facilities located within the united states, its territories, or possessions; and is sold on the commercial market.

B) The Government reserves the right to determine proof of such conformance prior to the first delivery from the point of origin and any time thereafter, as may be necessary, to include delivery at final destination and for the time the product is covered under warranty to determine conformance with the provisions of the contract.

E-4. The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by the Supply Warranty Clause (52.246-9P35) as cited in the contract within the DPSC Master Solicitation for Semi-Perishable Subsistence, DPSC Form 3595, JAN 92.

#### E- 5. Inspection at origin and acceptance at origin (Commercial components)

A) Inspection and acceptance by the Government will be at Origin for identity, count, condition, and the presence of any internal infestation or the presence of foreign material. A valid complaint regarding product serviceability received during this procurement may be used as a factor for the contracting officer determining the responsibility of the contractor as a supplier on future procurements.

52.212-3 OFFEROR REPRESENTATIONS AND  
CERTIFICATIONS—COMMERCIAL ITEMS  
(JAN 1997)

(a) **Definitions.** As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that—

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern—

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis: \_\_\_\_\_

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26

CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

*Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.*

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of

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Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)—

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that—

(i) If [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) If [ ] has, [ ] has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that—

(i) If [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) If [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000). - Text deleted

(f) Buy American Act—Trade Agreements—Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.) Text deleted - the clause at 252.225-7001, Buy American Act and Balance of Payment (DFARS) (41 U.S.C. 10, E.O. 10582), applies to DoD acquisitions when indicated in 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (DFARS); and see 252.225-7000, Buy American Act - Balance of Payments Certificate (DFARS).

(g) Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement (NAFTA) Implementation Act - Balance of Payments Program, is included in this solicitation.) - Text deleted - the clause at 252.225-7036, North American free

Trade Agreement Implementation Act (DFARS), applies to DoD acquisitions exceeding \$50,000 when indicated in 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (DFARS).

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that—

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED

### TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate)

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

☐ 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor

Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) **Comptroller General Examination of Record.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10, E.O. 10582).

☒ 252.225-7036 North American Free Trade Agreement Implementation Act.

☒ 252.227-7015 Technical Data -- Commercial Items (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

NOTE: The requirements of paragraph (a) above do not apply to purchases with an anticipated value below the simplified acquisition threshold at FAR Part 13.

**252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991) DFARS**

**(a) Definitions.**

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

**(b) Evaluation.**

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

**(c) Certifications.**

**(1) The Offeror certifies that--**

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
-------------------------	-------------------------------------

_____	_____
_____	_____
_____	_____
_____	_____

52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL  
ITEMS (OCT 1995)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late offers.* Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest;

accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 755-0325/0326).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

52.212-4 CONTRACT TERMS AND CONDITIONS—  
COMMERCIAL ITEMS (AUG 1996)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this

contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C. 40118, Fly American.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause

at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; other paragraphs of this clause; (7) the Standard form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

THE FOLLOWING CLAUSE IS APPLICABLE TO THIS CONTRACT:

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 1997)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico--

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal Supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply--

- (1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;
- (3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (4) To purchases of fibers and yarns that are for use in synthetic fabric or coated synthetic fabric, if such fabric is to be used as a component of an end item not classified in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia.

SP0300-03 F22112  
OKLAHOMA LEAGUE FOR THE BLIND

#### 52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

*{Include this, or similar, language if the contract/order authorizes the use of the Fast Payment Procedure.}*

**Payment:** The payment and title terms at 52.212-4, Contract Terms and Conditions - Commercial Items (OCT 1995), paragraphs (i) and (n) are revised to reflect that payment for items under this contract/order not exceeding \$25,000 will be made, and title will vest in the Government, upon the contractor's delivery to a post office, common carrier, or point of first receipt by the Government in accordance with the provisions of 52.213-1, Fast Payment Procedure (AUG 1988).

*{Use this, or similar, language if the contract will require the contractor to deliver hazardous materials.}*

**Hazardous Materials:** This contract will require the contractor to deliver hazardous materials. The clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data (NOV 1991) is incorporated by reference.

*{Use this, or similar, language, in all solicitations expected to result in contracts/orders which will be subject to DD 350 reporting requirements, i.e., contracts/orders exceeding \$25,000. (We expect that this provision will ultimately be incorporated into the provision at 52.212-1, Instructions to Offerors-Commercial Items.)}*

**Instructions to Offerors:** In accordance with the provision at 52.204-6, Contractor Identification Number - Data Universal System (DUNS) Number (DEC 1996), incorporated into this solicitation by reference, quoters/offerors are required to provide the DUNS number which identifies its name and address exactly as stated in the quotation or offer.

METRIC

A-A-20247

September 10, 1996

## COMMERCIAL ITEM DESCRIPTION

### FOOD PACKET, SURVIVAL, ABANDON SHIP

The U.S. Department of Agriculture has authorized the use of this Commercial Item Description as a replacement for Military Specification MIL-F-16895.

#### 1. SCOPE.

1.1 This Commercial Item Description (CID) covers food packet, survival, abandon ship, packed in commercially-acceptable containers suitable for use by the Federal Government. The food packet, survival, abandon ship is intended to provide survivors in inflatable life rafts adequate nutrition for 3 days.

#### 2. SALIENT CHARACTERISTICS.

2.1 Processing: The survival food packet shall be prepared from clean, sound, wholesome ingredients.

2.2 Raw ingredients: The survival food packet shall contain flour, shortening, sweeteners, and natural or artificial flavorings. The survival food packet may contain thickening agents, water, salt, coconut, almond paste, artificial colors, and preservatives.

2.2.1 Food Chemicals Codex purity: The ingredients listed in the Food Chemicals Codex shall comply with the purity standards of the Food Chemicals Codex.

2.2.2 Fortification: The survival food packet may be fortified with Vitamin A (Palmitate), Vitamin B<sub>1</sub> (Thiamin), Vitamin B<sub>2</sub> (Riboflavin), Vitamin B<sub>6</sub> (Pyridoxine), Vitamin B<sub>12</sub>, Vitamin C, Vitamin D, Vitamin E, Niacin, Calcium, Iron, and Minerals.

Beneficial comments, recommendations, additions, deletions, clarifications, etc., and any data which may improve this document should be sent to: Commander, Defense Personnel Support Center, 2800 South 20th Street, ATTN: DPSC-HSL, Philadelphia, PA 19145-5099 or FAX (215) 737-2963.

*Note changes in letter dated March 31, 2003, which is incorporated into this contract.*

FSC 8970

**DISTRIBUTION STATEMENT A.** Approved for public release; distribution is unlimited.

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**2.3 Finished product:** The survival food packet shall consist of components that do not provoke thirst while maintaining the following characteristics.

**2.3.1 Caloric content:** The survival food packet shall have a minimum of 10,000 kJ (2,400 calories) food content.

**2.3.2 Odor and flavor:** The survival food packet shall have no off-odors or off-flavors and shall have a flavor typical of its kind.

**2.3.3 Physical characteristics:** In addition to the U.S. Coast Guard Regulations Governing Emergency Provisions for Lifeboats and Liferrafts, the survival food packet shall not exceed 600 ~~in~~<sup>cm</sup> (36.6 inches<sup>3</sup>) volume and 510 g (16.4 ounces) weight. The survival food packet shall have a minimum of 6 equally-shaped individually-wrapped portions.

**2.3.4 Foreign material:** There shall be no evidence of foreign material in the product.

**2.4 Age requirement:** Unless otherwise specified, the survival food packet shall be processed and packaged not more than 90 days prior to shipment and shall meet the 5 year shelf life requirement as stated in U.S. Coast Guard Regulations Governing Emergency Provisions for Lifeboats and Liferrafts.

**2.5 Palatability:** When specified in the solicitation, contract, or purchase order, the finished product shall be equal to the approved product sample in palatability and overall appearance.

**2.6 Analytical requirements:** Unless otherwise specified, analytical requirements for the survival food packet shall be tested for protein, salt, and carbohydrate content. The food energy content shall not exceed 8.0 percent for protein and 0.5 percent by weight for salt, (NaCl). The food energy content for carbohydrates shall be at least 54.0 percent.

**2.6.1 Analytical procedure:** One unit of product shall be selected at random regardless of the lot size.

**2.6.2 Analytical testing:** Analysis shall be in accordance with the following Official Methods of Analysis of the AOAC International.

<u>Test</u>	<u>Method</u>
Protein	981.10
Salt (NaCl)	935.47 1/
Carbohydrates	977.20

1/ Not with ether.

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**2.6.3 Test results:** The test results shall be reported to the nearest 0.01 percent for salt and to the nearest 0.1 percent for protein and carbohydrate. Any result not conforming to the finished product requirements, as indicated by USDA test results, shall be cause for rejection of the lot.

### **3. REGULATORY REQUIREMENTS.**

**3.1** The delivered survival food packet shall meet the regulations of Emergency Provisions for Lifeboats and Liferrafts, and must be approved by the U.S. Coast Guard. The delivered survival food packet shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of the product in the commercial marketplace. Delivered survival food packet shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

### **4. QUALITY ASSURANCE PROVISIONS.**

**4.1 Product conformance.** The survival food packet provided shall meet the salient characteristics of this CID, conform to the producer's own specifications, standards, and quality assurance practices, and be the same survival food packet offered for sale in the commercial market. The Government reserves the right to require proof of such conformance.

**4.2 Quality assurance.** When required in the solicitation, contract, or purchase order, that product quality or acceptability or both be determined, the Processed Products Branch (PPB), Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, shall be the certifying activity and shall make the determination in accordance with applicable PPB procedures. The survival food packet, shall be examined or analyzed or both in accordance with applicable provisions in this CID, solicitation, contract, or purchase order, and, when applicable, the United States Standards for Condition of Food Containers in effect on the date of the solicitation.

**4.3 Product sample.** When specified in Department of Defense solicitations, contracts, or purchase orders, six units of product that the contractor proposes to furnish, packaged in accordance with the document requirements, shall be submitted to the contracting officer who will forward them to the U.S. Army Soldier Systems Command, Natick Research, Development, and Engineering Center, (ATTN: SSCNC-WRE), Natick, MA 01760-5018 for product sample evaluation. Six duplicate units of product shall be submitted to the contracting officer, and shall be used as approved reference samples for determining the acceptability of deliveries, as concerns palatability. Product samples must meet all document requirements prior to being submitted for evaluation of palatability and overall appearance. The approval of any product sample for palatability and overall appearance will not constitute approval of the sample as meeting the other requirements of this document.

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**5. PACKAGING.**

**5.1 Preservation, packaging, packing, labeling, and marking.** The survival food packet shall be preserved, packaged, packed, labeled, and case marked as specified in the solicitation, contract, or purchase order.

**6. NOTES.**

**6.1 Purchasers shall specify:**

- Labeling, packaging, and case marking requirements if different from normal commercial practice.
- When a product sample is required.
- When USDA quality assurance shall be performed.

**6.2 Sources of documents:**

**6.2.1 Sources of information for nongovernmental documents are as follows:**

Copies of the Official Methods of Analysis of the AOAC International may be obtained from: AOAC International, 481 North Frederick Avenue, Suite 500, Gaithersburg, MD 20877.

Copies of the Food Chemicals Codex may be purchased from: National Academy Press, 2101 Constitution Avenue, NW, Washington, DC 20418.

**6.2.2 Sources of information for governmental documents are as follows:**

Applicable provisions of the Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. This document set may be purchased from: Superintendent of Documents, ATTN: New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954. Credit card (MasterCard or Visa) purchases may be made by calling the Superintendent of Documents at (202) 512-1800.

Copies of the United States Standards for Condition of Food Containers are available from: Chairperson, Condition of Container Committee, STOP 0243, 1400 Independence Avenue, SW, Washington, DC 20250-0243.

Copies of the Regulations Governing Emergency Provisions for Lifeboats and Liferafts may be obtained from: U.S. Coast Guard, Survival Systems Branch, 2100 Second Street SW, Washington DC 20593-0001.

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Civil agencies and other interested parties may obtain copies of this CID from: General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407.

Military activities should submit request for copies of this CID to: Standardization Documents Order Desk, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094.

**MILITARY INTERESTS:**

Custodians

Army - GL  
Navy - SA  
Air Force - 35

Review Activities

Army - GL, MD, QM  
Navy - MC

**CIVIL AGENCY COORDINATING ACTIVITIES:**

USDA - FV  
USCG - CG, CGCT

**PREPARING ACTIVITY:**

DLA - SS

(Project No. 8970-P012)

### DESCRIPTION/SPECIFICATION

8970-01-434-3192 FOOD PACKET, SURVIVAL, ABANDON SHIP, INDIVIDUAL, MAX 510 GM, DESIGNED FOR 1 PERSON FOR 3 DAYS, CID A-A-20247.

Prime document: Food Packet, Survival, Abandon Ship. Commercial Item Description (CID), Sept. 10, 1996. USDA

Date of pack: Acceptance will be limited to product processed and packed subsequent to date of award. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than three months at time of shipment.

### MISCELLANEOUS REQUIREMENTS

Notice to the Contracting Officer. In view of the fact that ANSI/ASQC Z1.4-1993 standard does not contain the definitions for critical, major, and minor defects, it is important that they become contractually binding through the contract

### DEFINITIONS

**Critical defect.** A critical defect is a defect that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining, or depending on the item, or a defect that judgment and experience indicate is likely to prevent the performance of the major end-item.

**Major defect.** A major defect is a defect, other than critical that is likely to reduce materially the usability of the unit or product for its intended use.

**Minor defect.** A minor defect is a defect that is not likely to reduce the usability of the unit of product for its intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the unit.

The procedures contained in the "Integrated Pest Management (IPM) program requirements for Operational Rations" December 1998, and the "Contractor Sanitation Program - Assembled Rations", December 1998 are required and apply to all assembly and food component operations, except as exempted in section E of this document (see attached IPMP and sanitation programs).

**SECTION C - (CONTINUED)**

THE FOLLOWING CHANGE(S) APPLY TO: FOOD PACKET, SURVIVAL, ABANDON SHIP.  
COMMERCIAL ITEM DESCRIPTION (CID), SEPT. 10, 1996. USDA

Page 2, paragraph 2.3.3, line 3, remove "600 m<sup>3</sup> (36.6 inches<sup>3</sup>) volume and 510 g (16.4) ounces weight" and insert: "600 cm<sup>3</sup> (36.6 inches<sup>3</sup>) volume and 510 g (18 ounces) weight"

THE FOLLOWING CHANGE(S) APPLY TO: Loads, Unit: Preparation of Semiperishable  
Subsistence Items. DSCP Form 3507, December 1998.

Page 1, classification "Type II, Class E", after the word "box" add "or tube".

Page 2, General Requirements, Pallets, after "ASME MH1.8M" add "unless otherwise specified herein or by contract."

Page 3, first sentence in marking paragraph, between "two" and "sides", insert "adjacent".

Page 5, Table II, under "Pallets (when applicable)" add the following defect "Unclean 1/"; at the end of Table II add the following footnote:

"1/ Pallets shall be free from foreign material and/or growth(s) such as but not limited to, adhering dirt, filth, mud, mildew, mold etc."

Page 9, REQUIREMENTS, line 1, after "Triple-wall or Double-wall fiberboard box" add "or tube".

Page 11, REQUIREMENTS, line 2, after the word "plywood" insert the word "partial"; line 3, after the word "wood" insert the word "partial".

Page 12, figure 1, change "note" to read: "nonmetallic strapping or film bonded".

Page 14, figure 3, line 2, after the word "FIBERBOARD" add "box or".

Page 15, figure 4, after the word "box", regardless of location, add "or tube".

Page 16, figure 5, delete "only" and substitute: "or film bonded".

### PACKAGING/PACKING/LABELING/UNITIZATION/MARKING

**Packaging:** A minimum of six individually wrapped food portions shall be inserted into a foil-based trilaminate bag in such a manner to avoid puncturing the bag material or contaminating the heat seal area. The filled bag shall be sealed under a vacuum level of 27 inches of mercury and a heat seal shall be applied. The sealed packet shall show no loss of vacuum when examined as specified in "vacuum examination".

**Packing:** Survival packets shall be packed in a fiberboard box conforming to style RCS, Grade v2s or v3c of ASTM D 5118 "Standard Practice for Fabrication of Fiberboard Shipping Boxes." Each box shall be securely closed in accordance with ASTM D 1974, "Standard Practice for Methods of Closing, Sealing, and Reinforcing Fiberboard Shipping Containers."

**Labeling:** Each food packet shall be labeled with permanent ink and shall contain the following information:

- Name and address of manufacturer (includes Zip Code)

- Coast Guard approval number

- Lot number, dates of manufacture & expiration.

- Directions for use.

- Nutritional labeling in accordance with the Nutritional Labeling and Education Act (NLEA)

Shipping cases will be palletized and prepared in unit loads in accordance with type III class G, requirements of DSCP Form 3507 (figure 5).

When moisture complying pallets are furnished, the fiberboard/polyethylene base pad is not required.

For palletized/containerized loads, the use of metallic strapping or edge protectors are prohibited.

Finished load dimensions (maximum):

The overall dimensions of palletized loads shall not exceed 42 inches in length, 52 inches in width, and 54 inches in height (including pallet and cap when required).

SECTION D - (CONTINUED)

Shipping containers and unit loads shall be marked in accordance with DSCP form 3556 and the following standard item description. The shelf life data, cited below, shall be used in computing the inspection/test date.

NSN	NAME	SIZE	QTY	UNIT ISSUE	SHELF LIFE
8970-01-434-3192	FOOD PCT SURV ABANDON SHIP.	N/A	N/A	BG	84

## SECTION E - INSPECTION AND ACCEPTANCE

The supplies or services furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and services and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the government by the supply warranty clause (52.246-9p35) cited in the Solicitation within the contract for this item.

### SURVIVAL PACKET EXAMINATION

The filled and sealed survival packets shall be examined for the defects listed in the table below, utilizing single sampling plans indicated in ANSI/ASQC Z1.4. The lot size shall be expressed in packets. The sample unit shall be one filled and sealed survival packet. The inspection level shall be one filled and sealed survival packet. The inspection level shall be S-4 and the acceptable quality level (AQL), expressed in terms of defect per hundred units, shall be 2.5 for major defects and 6.5 for minor defects.

#### PACKET DEFECTS

CATEGORY		DEFECT
MAJOR	MINOR	
101		packet contains less than six individually wrapped portions
102		presence of foreign matter or wrinkles in the seams
103		packet exceeds the volume and weight specified

SECTION E - (CONTINUED)

PACKET DEFECTS (CONTINUED)

104	label missing, incorrect or illegible
105	interior of pouch has foreign odor
201	difficult to open

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VACUUM EXAMINATION

Eight filled and sealed survival food packets shall be randomly selected from each lot and individually examined for retention of vacuum after they have been allowed to equilibrate at room temperature for not less than 96 hours from the time of sealing. The sealed packet shall continue to exhibit tight adherence to the surface contours when a pulling force is applied at the center of each side seal. The force shall be applied by holding each side seam between the thumb and forefinger of each hand, while simultaneously exerting a slight pull with both hands. Any evidence of loss of vacuum shall be classified as a major defect and shall be cause for rejection of the lot.

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Examination of shipping containers shall be made to determine compliance with packing and marking requirements. Defects shall be scored in accordance with the table below. The sample unit shall be one shipping container fully packed. The lot size shall be the number of shipping containers in the inspection lot. The inspection level shall be S-2 and the AQL shall be 2.5 defects per 100 units.

## SECTION E - (CONTINUED)

### EXAMINATION OF SHIPPING CONTAINERS

EXAMINE	DEFECT
Marking	Omitted, incorrect, illegible of improper size, location sequence or method of application
Materials	Any component missing or damaged, or not as specified
Workmanship	Inadequate application of components such as incomplete closure of container flaps loose strapping, inadequate stapling, improper taping. Bulged or distorted container.
Contents	Number of units/pouches not as specified

### IDENTITY EXAMINATION

Examination will be performed to determine if the item conforms to the product description cited in section C of this document and is the shipment described on the shipping document. This examination will be done in conjunction with the examination for count set above, using the samples drawn for that examination. However, the AQL is not applicable for this examination. The finding of one or more nonconforming containers shall be cause for rejection of the lot.

## SECTION E - (CONTINUED)

In addition, inspection shall be performed to determine identity and the presence of any internal infestation. This inspection will be an open package inspection. One package, from each sample case selected for the count examination, will be opened for examination. The finding of one or more non-conforming containers shall be cause for rejection of the lot. This examination will be done in conjunction with the examination for count set out above, using the samples drawn for that examination. However, the AQL is not applicable for this examination. the finding of one or more nonconforming containers shall be cause for rejection of the lot.

### REWORK OF NONCONFORMING LOTS PRE OR POST ACCEPTANCE

end item lots determined nonconforming may be reworked to correct or screen out the defective units. Rework shall only be considered acceptable to the government when the rework procedure has a reasonable probability of correcting the deficiency. Any rework plan, at a minimum, will be approved by the supervisory government quality assurance representative at the facility. Exceptions are those instances involving a lot rejected/retained due to food safety and/or preparation and processing requirements (for example: Critical factors specified in the process schedule, product preparation, processing procedure, incubation processed/unprocessed container mix-ups, foreign materials, residues).

A lot rejected/retained due to food safety or a deviation from product preparation and processing requirements, or a lot rejected/retained due to the presence (actual or potential) of foreign material shall be retained in full and will require coordination with DSCP-HRA prior to initiation of any rework. These regulations are in addition to applicable "Code of Federal Regulations", USDA-FSIS, and FDA requirements.

**SECTION E - (CONTINUED)**

A nonconforming lot, other than a lot retained for a deviation from food safety, foreign material, and/or preparation and processing requirements, (as stated above) may only be reworked one time without any specific authorization from the contracting officer. If a contractor elects to rework a lot a second time, a petition, with supporting valid technical reasons as to why a second rework will prove more successful than the first, must be submitted to the Contracting Officer for approval.

An end item lot rejected by the contractor or government, or on which warranty action has been taken, must be reworked and reoffered within 30 days from date of initial rejection.

Rework proposals for lots involving insect or rodent infestation/contamination must be evaluated and approved by DSCP-HRS (Entomologist).

### REFERENCE DOCUMENTS

Marking Instructions for Shipping Cases, Sacks, and Palletized/Containerized Loads of Perishable and Semiperishable subsistence, DSCP Form 3556, May 96.

Loads, Unit: Preparation of Semiperishable Subsistence Items. DSCP Form 3507, December 1, 1998.

Barrier Materials, Watervaporproof, Greaseproof, Flexible, Heat Sealable. Military Specification MIL-B-131h, Feb 87.

Standard Specification for Annealed Aluminum & Aluminum-alloy for Flexible Barrier Applications. ASTM B 479, May 1995.

Sampling Procedures and Tables for Inspection by Attributes. ANSI/ASQC Z1.4, 1993.

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